1898-049 Chancery Causes: Rosie L. Stickley vs. J. A. Hurst & Lee Co.

CA-Debt
T-Property

To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County:

Humbly complaining, your oratrix, Rosie L. Stickley, a citizen of Lee County, would respectfully represent unto your honor, that on the ..... day of ..... 1892, they sold to one J.A. Hurst for the sum of $..... two certain lots of land, lying and being in Lee County, in the town of Pennington Gap, and known as lots No. two and three, in block No. twelve, in the plan and plat of said town; that said Hurst yet owes on the purchase price of said lots, two of the deferred payments, one for $200.00, bearing interest from July 4th., 1898, subject to a credit of $60.00, as of March, 24th., 1897, and the other for $225.00, with interest from the same day, and due July 4th., 1898; that said Hurst executed for said deferred payments bonds which are here filed, as exhibit "A" and prayed to be taken as a part of this bill; that your complainants when they sold said lots of land to said Hurst, executed to him a title bond, binding themselves to make him a deed to said lots when he had paid for the same; and that said Hurst is now and has been since the date of sale to him in the possession of said lots.

Your complainants will further show and allege, that some time in March, 1897, said Hurst sold said lots of land to one Chas. A. Whitt, and he by the terms of his contract with said Hurst, was to pay your complainants said deferred payments as they became due, but he and the said Hurst have both failed to pay the same or any part thereof, and they are yet unpaid. Now your complainants are advised that they have a common law vendor's lien on said lots of land to the extent of said deferred payments, and are entitled to have the one now due, enforced against the said lots. They aver that this is the only lien of any character against said lots of land.

The premises considered, your complainants pray that your honor take cognizance of their said cause of complaint; that they be declared to have a vendors lien upon said lots of land for said sums of money; that the same, or enough thereof be sold under a proper decree of court to satisfy what is now due and the costs of this suit; that said J.A. Hurst and Chas. A. Whitt be made parties defendants to this bill of complaint, and be required to answer the same, but they need not do so on oath as that is expressly waived, and that all other and further and general relief be awarded your oratrix as the

nature of here cause may require to comport with equity. May process issue. etc. and they will ever pray etc. If deemed necessary your orator here files their deed as an escrow to be delivered upon payment of said sums of money. marked "B" of said lots of land.

Pennington Bros ..... P.Q.

$200.00

By the 4th day of July 1892 I bind myself heirs &c to pay Rosa L. Stickley Two Hundred Dollars with interest from date for value recd, and as to this debt I hereby waive my benefit to my Homestead exemption. Witness my hand & seal This July 4th 1892.

Jas A Stuart. Seal

ber. by horse
Mar. 24/97 $60.00

Rosa L. Stickley,

vs. In Chancery

J. A. Hurst & al & C.

1897. 1st Oct rules & pa 240 & D N

" 2nd Oct rules D N Confd & Cause Set for hearing

1897 Noor Term Decree & Costs

1898 June Term Decree final.

Chan. D. Bk. 6 Page. 119

Pelfo Costo Clerk 6.47

Pelfo Costo

Clerk $5.47 Paid

Tax 1.50 Paid

Shff 1.50 Pd

atty 15.00 Pd

Estimated ~~5.00~~

$28.20

1.50 Pd

$26.70

Com. 16.50

43.20

Crby Cash

J & R S.

Jany 17/98 35.00

$8.20

1.27

Refund $ to plaintiff out of $45.00 paid me $5.53

Rosie L. Stickley et al Complts.
vs. } In Chan.
J.A. Hurst et al Defts

This cause came on again this day to be further heard upon the papers formerly read therein and the report of Comr. E.H. Pennington filed this day and was argued by Counsel: On consideration of all which, said report being unexcepted to, it is adjudged, ordered and decreed that said report and deed accompany the same be and the same is hereby confirmed; and it is further ordered that said Rosie L. Stickley, have a writ of possession to be issued by the clerk of this Court, if she deems it necessary in order to possess herself of said lots of land. And said Comr. Pennington is allowed the sum of $15.00 for his services in executing said deed to be paid him by said Rosie L. Stickley: And it is further ordered that said E.H. Pennington pay to those entitled the costs in his hands which were paid him by

the clerk of this Court will deliver said deed to said Rosie when she shall desire to have the same

said Rosin, when she bid in said lots of land.

And this cause is stricken from the docket.

Rosin S. Stickleyrod

vs

Steenrod

J. H. Hart et al

Eq. C. C. B 6/6 179

Entered this June 10 1898

W H M

Rosa L. Stickley et al. Complts
vs
J. A. Hurst Defdt
} In Chancery

This cause came on this day to be heard upon the papers formerly read therein and the report of Comr. E. H. Pennington showing the sale of the lot of land in the bill and proceedings mentioned and filed therein on Feb. 24th 1898, and ~~which~~ was argued by counsel: On consideration of all which, and it appearing that said report and sale is unexcepted to, it is adjudged, ordered and decreed that said report and sale to said Rosie L. Stickley be confirmed and ~~from~~ said report it appears that the net purchase price of said land was going to said Rosie and is insufficient to pay her the amount due her by $175.96 as of January, 17th 1898, it is further adjudged, ordered and decreed that the said Rosie L. Stickley recover from said J. A. Hurst the sum of $175.96 with interest thereon from January

17th 1898 till paid. And it appearing
further from said report of sale
that ~~xxx~~ by passing the net pur-
chase price of said lot of land to
the credit of said defendants
indebtedness to her, pays by her
the amount of her bid in full,
it is adjudged that Thompson said
Rosie L. Stickley is entitled to a
deed for the same, and it is therefore
adjudged, ordered and decreed
that E. H. Pennington who is hereby
appointed a Special Commissioner
for the purpose, will as soon as
practicable, and during this term
of the Court will make, execute
and acknowledge a deed to said
lot of land with covenants of spe-
cial warranty conveying the same
to said Rosie L. Stickley in fee-
simple, and he will report his
action at this term of the Court. &
until the coming of such report
this cause is Continued.

Rosie C. Stickley

vs. } Decree No. 2

Jas. A. Hurd et al

Ent. C.D. B. 6 p. 105.

Enter This
June 8 1898
W. Fall

Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Thursday the 4th day of November 1897.

Rosie L Stickley et al Complainant
vs } In Chancery
James A Hurst and Charles A Witt, Defendants

This Cause came on this day to be heard upon the bill of the Complainant and exhibits therewith, and upon Motion of the Complainants, and it appearing to the Court that the said James A Hurst and Charles Witt have been duly Served with process for more than fifteen days before the first day of this term of the Court, and being argued by Counsel, it is adjudged, ordered, and decreed that the said bill of the said Complainant be taken for Confessed as against the said defendants, and that the said Rosa Stickley recover of the said James A Hurst the Sum of two hundred dollars ($200.00) with interest from the 4th day of July 1892. till paid Subject to a credit of $60.00 paid March 24th 1897. and the Costs of this Suit.

And unless the said Sum of money to-

gether with its interest and the costs of this Suit be paid within thirty days after the date of this decree then E. P. Pennington who is hereby appointed a Special Commissioner for the purpose will after having executed bond before the Clerk of this Court in the penalty of $500 00, and after having advertised the time terms and place of Sale for thirty days by written or printed notices posted at at least three public places in Lee County, proceed at the front door of the Court house of Lee County on Some Court day at public auction to make Sale of the Said property Set out and described in the Said bill of Complaint on one and two years time except a Sum Sufficient to pay the costs of this Suit and the commissions of Sale which Sum will be required to be paid in hand. And he will report his action to Court at the next term, and this Cause is Continued.

A Copy Teste: A B Munsey Clerk

Rosa L Stickleyetd
vs } Copy of Decree
J A Hurst etal

Executed Dec 10th 1897
By delivering an attested
offic Copy of the within
Decree to E.W. Pennington
in Lee County Va
W. P. Weston S.L.C

Copy for Judge
E W. Pennington

Clerk $1.00

Sued by F.A. Stickley
Jan. 17/98 for
$975.00
D. H. P.

Rosie L. Stickley et al Complts
vs.
J. A. Hurst et al Defts
} In Chan.

To the Hon. H. G. Miller Judge of the Circuit Court for the Co.

Your undersigned, who was on June 8th 1898 in said cause appointed a special comr. for the purpose of conveying title to the lots of land in the bill & proceedings mentioned, begs leave to report that he has executed the duties required of him by said decree; and he has executed and acknowledged a deed with covenants of special warranty to the lots of land in the bill & proceedings mentioned to said Rosie L. Stickley which deed is here filed as a part of this report. All which is respectively submitted this June 10th 1898.

E. H. Pennington
Spe. Comr.

Rosie L. Stickley

vs } Report of Deed

J. A. Hurst et al

Filed June 10/98
A. J. Munsey Clerk

Rosie L.Sticklet at als. Comolts.

vs. In Chancery.

Jas.A.Hurst et als. Defts.

To the Hon.W.P.Miller.judge of the circuit court for Lee County.

On Nov..4th..1897.in the above styled cause.your undersigned was appointed a special commissioner to make sale of lands in the bill and proceedings mentioned.in the event the debt due said comolts.was not paid in thirty days. Your commissioner begs leave to report that said sum of money was not paid as required by said order;and he thereupon advertised the time terms and place of sale in the manner required by said order;and on Monday.Jan..17th..1898.that day being a court day.at the front door of the court-house of this county.at about noon of said day.at public auction offered said lots of land for sale to the highest and best bidder.on a credit of one and two years time.except a sufficient to pay the costs of suit and commissions of sale.and said Rosie L. Sticklev became the highest and best bidder for said two lots of land.and the same was knocked to her at the price of three hundred and seventy-five dollars She paid down to your commissioner the sum of $45.00 the costs of said suit and commissions of sale.which left a balance of $330.00 This balance was not a sum sufficient to pay what was due to said Rosie on the purchase price of said lots of land.by about $175.76 as of date of sale :so your commissioner took no bonds from said Rosie.as the money was going to her. Said sum of $330.00 should be directed to be credited upon the amount due her on said lots of land from said Hurst.and a judgement go against him for the residue. Your comm- recommends a confirmation of said sale.and a commissioner be appointed to make her a deed to said lots of land.known as lots 2 & 3 in block No. 12 in the plat and plan of said town of Pennington Gap. All which is respectfully submitted. This Feb..1st..1898.

Ed.H.Pennington

Special Commissioner.

Rosa L. Stickney et al

vs } Report of Sale

J. A. Hurst et al

Filed February 24th 1898

A B Mumsey Clk

LAND SALE!

Rosa L. Stickley et al

vs

J. A. Hurst et al } IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the 4th day of November 1897, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 17th day of January 1898 and at public out-cry, to the highest bidder, to sell the following described property, to-wit:

Lots No 2 & 3 in block No. 12 in the town of Pennington Gap

or enough thereof to pay $203.50 and the costs of this suit and the commissions of sale, upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in two equal installments due in One & two years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

E. W. Pennington

Special Commissioner.

This 11 day of Dec. 1897.